

RECORDATION NO. 22977-E FILED

JAN 13 '05 2-30 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

January 13, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of December 23, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Railcar Lease Agreement previously filed with the Board under Recordation Number 22977.

The names and addresses of the parties to the enclosed document are:

Seller:	Procor Limited 734 - 7th Avenue S.W. Calgary Alberta CD T29 3P9
[Buyer:	NOVA Chemicals Corporation 645- 7th Avenue S.W. Calgary Alberta CD T29 4G8]

Mr. Vernon A. Williams
January 13, 2005
Page 2

A description of the railroad equipment covered by the enclosed document
is:

1 covered hopper car: NCLX 3113.

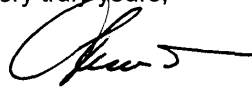
A short summary of the document to appear in the index is:

Bill of Sale.

Also enclosed is a check in the amount of \$32.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to be 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

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BILL OF SALE

SURFACE TRANSPORTATION BOARD

Reference is hereby made to the Railcar Lease Agreement (the "Lease Agreement") effective June 29, 2000 between NOVA Chemicals Corporation (the "Lessee") and Procor Limited (the "Lessor").

All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Lease Agreement.

In consideration of other good and valuable consideration and the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged by the Lessor, the Lessee and the Lessor hereby agree as set forth below.

Pursuant to Section 11.4 of the Lease Agreement, the Lessor does hereby assign, transfer, convey, grant, bargain, set over, deliver and confirm to the Lessee, on an "as is, where is" basis, all of the Lessor's right, title and interest, in and to the Unit which has suffered a Casualty Occurrence within the meaning of Subsection 11.2(b) of the Lease Agreement and which Unit is more particularly described in Exhibit "1" hereto (the "Damaged Unit"), together with any other right, title and interest which Lessor may now have or subsequently acquire in any personal property becoming part of the Damaged Unit. Effective as of the date hereof, the Lessee shall be entitled to have and to hold all of the rights to the Damaged Unit for its own use and benefit forever.

The Lessor hereby warrants to the Lessee that at the time of delivery of the Damaged Unit, the Damaged Unit is free and clear of any and all Lessor Liens.


This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable thereto.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor has caused this Bill of Sale to be executed in its name and on its behalf by its officer, thereunto duly authorized.

Dated the 23rd day of December, 2004.

PROCOR LIMITED

By: 

Name: David H. Patterson

Title: VP Finance

By: _____

Name:

Title:

EXHIBIT 1

Description of Damaged Unit

1 - 6400 cubic foot covered hopper car manufactured by National Steel Car Limited bearing reporting mark NCLX 3113.